

EXHIBIT A

IN THE SUPREME COURT OF BERMUDA
COMMERCIAL COURT
No. 412 of 2009

BETWEEN

(1) THEMA FUND LTD.

~~(2) THEMA WISE INVESTMENTS LIMITED~~

Plaintiffs

and

HSBC SECURITIES SERVICES (BERMUDA) LIMITED

Defendant

~~RE-RE-AMENDED~~ GENERALLY ENDORSED WRIT OF SUMMONS

ELIZABETH II, by the Grace of God, of the
United Kingdom of Great Britain and Northern
Ireland and of Our other Realms and Territories,
Queen, Head of the Commonwealth, Defender of
the Faith.

To : HSBC SECURITIES SERVICES
(BERMUDA) LIMITED
of: 6 Front Street
Hamilton HM 11
BERMUDA

WE COMMAND YOU that within fourteen days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of THEMA FUND LTD. and take notice that in default of your so doing the Plaintiff may proceed therein and judgment may be given in your absence.

WITNESS the Honourable Mr. Richard W. Ground, O.B.E., Q.C., Chief Justice
of Our said Court, the 30th day of November in the year of our Lord Two
Thousand and ~~nine- ten-~~ nine.

N.B. - This Writ is to be served within twelve calendar months from the date thereof, or, if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards -

The defendant may appear hereto by entering an appearance, either personally or by attorney, at the office of the Registrar of the Supreme Court, 113 Front Street, Hamilton.

If the Defendant enters an appearance they must also deliver a defence within fourteen days from the last day of the time limited for appearance unless such time is extended by the Court as a Judge, otherwise judgment may be entered against them without notice, unless they have in the meantime been served with a Summons for judgment.

The **Plaintiffs' claim** is ~~under and~~ pursuant to a written agreement ("the Administration Agreement") dated 19 December 2002 between (and/or which governed the relationship between) the Plaintiffs and the Bank of Bermuda Ltd ("BOB") and pursuant to which the Defendant (having, by a Novation Agreement dated 13 December 2006, assumed the obligations and liabilities of BOB under the Administration Agreement as if the Defendant had originally been a party thereto instead of BOB) was appointed and/or acted as administrator of the Plaintiffs and assumed liability to the Plaintiffs for the acts and omissions of itself (including, for these purposes, BOB prior to 13 December 2006) and of its servants, agents and delegates (including, in the events which have happened, HSBC Securities Services (Luxembourg) SA ("HSBCSSL")). ~~Further or alternatively, the Plaintiffs' claim is that, as administrator, BOB (prior to 13 December 2006) and the Defendant owed contractual and/or tortious and/or fiduciary duties to the Plaintiffs, and the Defendant assumed by the said Novation Agreement liability for any obligations and liabilities arising as a result of the acts, omissions or default of BOB prior to 13 December 2006.~~ The Plaintiffs' claim against the Defendant:

1. ~~Damages for breaches of the Administration Agreement and/or for negligence comprising and/or in respect of acts and omissions of the Defendant (including, for these purposes, BOB prior to 13 December 2006) and HSBCSSL in the period from 19 December 2002 to 11 December 2008;~~
2. ~~Further or alternatively, and by reason of the Defendant's said liability pursuant to the Administration Agreement, an indemnity in respect of the losses suffered and to be suffered by the Plaintiffs by reason of the said acts and omissions of the Defendant, BOB and HSBCSSL;~~
- 2A. ~~Further or alternatively, compensation and/or damages for breaches of fiduciary duty comprising and/or in respect of acts and omissions of the Defendant (including, for these purposes, BOB prior to 13 December 2006) and HSBCSSL in the period from 19 December 2002 to 11 December 2008;~~
3. 1. ~~In the case of the First Plaintiff only,~~ Is for payment of the amount by which the fees paid (in the period from 19 December 2002 to 11 December 2008) to the Defendant (for acting as administrator) were overpaid, such amount having been paid under a mistake of

fact and/or for a consideration which has wholly failed and/or being recoverable as money had and received by the Defendant to the use of the ~~First~~ Plaintiff;

~~4.~~ 2. In respect of all sums awarded to the Plaintiffs, interest in restitution or as damages including compound interest, or interest pursuant to the Interest and Credit Charges (Control) Act 1975 for such period(s) and at such rate(s) as the Court shall think fit;

~~5.~~ 3. All necessary accounts and enquiries;

~~6.~~ 4. Costs;

~~7.~~ 5. Further or other relief.

DATED the 30th day of November, 2009.

AMENDED the 2nd day of December, 2009

RE-AMENDED the 26th day of November, 2010

RE-RE-AMENDED the 14th day of March, 2011



COX HALLETT WILKINSON **LIMITED**

"Milner House",

18 Parliament Street

Hamilton HM 12

Cumberland House,

9th Floor

1 Victoria Street

Hamilton HM 11

Attorneys for the Plaintiffs

This Writ was issued by Messrs, Cox Hallett Wilkinson, "Milner House", 18 Parliament Street, Hamilton, Bermuda, Attorneys for the Plaintiff whose address for service is the same
The Registered office of the Plaintiff is at Romasco Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Island

IN THE SUPREME COURT OF BERMUDA
CIVIL JURISDICTION
2009 : No. 412

BETWEEN :

(1) THEMA FUND LIMITED
~~(2) THEMA WISE INVESTMENTS LIMITED~~

Plaintiff

-v-

HSBC SECURITIES SERVICES
(BERMUDA) LIMITED
Defendant

~~RE-RE-AMENDED~~ GENERALLY ENDORSED
WRIT OF SUMMONS



COX HALLETT WILKINSON LIMITED
Barristers & Attorneys
"Milner House"
18 Parliament Street
Hamilton
Cumberland House
1 Victoria Street
Hamilton HM 11
Attorneys for the Plaintiffs
DRK/sj

65:0114 41 NOV 1102

NOV 11 10:00 2009

This Writ was served by me

the undersigned, on the Defendant at

on the

day of

, 2011

day of

, 2011

Indorsed on the